

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 SUPPLEMENTAL DIRECT TESTIMONY OF EDDIE L. OWENS
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4 DOCKET NO. 04-00046
5 OCTOBER 29, 2004
6

7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND
8 YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS,
9 INC. ("BELLSOUTH").
10

11 A. My name is Eddie L. Owens. My business address is
12 675 West Peachtree Street, Atlanta, Georgia 30375. I am currently a
13 Manager - Interconnection Services Local Operations and have served
14 in my present position since October 2000.
15

16 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
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18 A. My business career spans over 24 years with BellSouth and my
19 experience covers a wide range of network centers, as well as
20 telephone equipment sales and customer service. Specifically, I have
21 managed and/or supported the following centers: Switching Control
22 Center, Network Operations Center, Access Customer Advocate
23 Center, Local Carrier Service Center, and Customer Wholesale
24 Interconnection Network Services Center. I have participated in and
25 provided technical assistance for numerous Competitive Local

1 Exchange Carrier ("CLEC") workshops in Florida, Georgia, and
2 Louisiana on issues dealing with pre-ordering, ordering, provisioning,
3 maintenance, and repair of resold services and Unbundled Network
4 Elements ("UNEs"). Currently, I am responsible for directly supporting
5 maintenance and repair and provisioning activities and indirectly
6 supporting pre-ordering and ordering activities for BellSouth's
7 wholesale market. Such activities include the development of
8 processes for the ordering and provisioning of UNEs for wholesale
9 market customers.

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11 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS
12 PROCEEDING?

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14 A. Yes. I filed Direct Testimony on June 25, 2004.

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16 Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT
17 TESTIMONY?

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19 A. On July 15, 2004, the Parties filed a Joint Motion for Abeyance with the
20 Tennessee Regulatory Authority ("Authority") where the Parties asked
21 for 90 day abatement of the arbitration proceeding so that they could
22 include and address issues relating to *United States Telecom Ass'n v.*
23 *FCC*, 359 F.3d 554 (D.C. Circuit 2004) ("*USTA II*") in this proceeding.
24 During the 90 day abatement, the parties continued to negotiate, and
25 as a result, several of the issues addressed in my June 25, 2004 Direct

1 Testimony have been resolved. The purpose of my Supplemental
2 Direct Testimony is to restate BellSouth's position for Issues: 6-11 and
3 7-2.

4
5 Q. HOW IS YOUR SUPPLEMENTAL DIRECT TESTIMONY
6 ORGANIZED?

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8 A. My Supplemental Direct Testimony includes my original direct
9 testimony verbatim for those issues that have not been resolved during
10 the 90-day abatement period. I have not reproduced here any issue
11 from my original testimony that the parties have subsequently
12 resolved.

13
14 **Item No. 94; Issue No. 6-11 [Sections 3.1.2, 3.1.2.1]: (A) Should the mass**
15 **migration of customer service arrangements resulting from mergers,**
16 **acquisitions and asset transfers be accomplished by the submission of**
17 **an electronic LSR or spreadsheet? (B) If so, what rates should apply?**
18 **(C) What should be the interval for such mass migrations of services?**

19
20 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

21
22 A. BellSouth believes that this issue (including all subparts) is not
23 appropriate for arbitration in this proceeding because it involves a
24 request by the CLECs that is not encompassed within BellSouth's
25 obligations pursuant to Section 251 of the 1996 Act.

1 Q. SUBPART (A) OF THIS ISSUE ASKS THE QUESTION "SHOULD
2 THE MASS MIGRATION OF CUSTOMER SERVICE
3 ARRANGEMENTS RESULTING FROM MERGERS, ACQUISITIONS
4 AND ASSET TRANSFERS BE ACCOMPLISHED BY THE
5 SUBMISSION OF AN ELECTRONIC LSR [THAT IS, A LOCAL
6 SERVICE REQUEST] OR SPREADSHEET?" WHAT IS
7 BELL SOUTH'S POSITION ON SUBPART (A) OF THIS ISSUE?
8

9 A. Subject to the general objection to the inclusion of this issue in this
10 proceeding, as to subpart (A), BellSouth's position is that each and
11 every merger, acquisition, or asset transfer is unique and requires
12 project management and planning to ascertain the appropriate manner
13 in which to accomplish the transfer, including how orders should be
14 submitted. BellSouth has developed a mergers and acquisitions
15 process that is posted on BellSouth's interconnection website
16 http://www.interconnection.bellsouth.com/ma_process/
17 BellSouth's Carrier Notification SN91083998, dated March 10, 2004,
18 introduced this process. The process identifies the steps that need to
19 be taken by a CLEC to initiate a mergers and acquisition request to
20 BellSouth. Spreadsheet templates are provided on this website for the
21 CLECs to use as part of the mergers and acquisition process. The
22 vast array of services that may be the subject of such a transfer, under
23 the agreement as well as under both state and federal tariffs,
24 necessitates that various forms of documentation may be required.
25 Migrations that are not associated with a merger, acquisition or

1 bankruptcy will be facilitated using other existing processes.

2

3 Q. DO MASS MIGRATIONS ASSOCIATED WITH MERGERS,
4 ACQUISITIONS, AND/OR ASSET TRANSFERS NECESSARILY
5 REQUIRE NUMBER PORTING?

6

7 A. No. Mass migrations associated with mergers, acquisitions, and/or
8 asset transfers are, by their nature, unique situations that do not
9 necessarily require number porting. One example of this would be if
10 Company A acquired Company B. This would result in Company A
11 obtaining all of Company B's switches and eliminating any need for
12 porting.

13

14 Q. SUBPART (B) OF THIS ISSUE ASKS THE QUESTION "IF SO, WHAT
15 RATES SHOULD APPLY?" WHAT IS BELL SOUTH'S POSITION ON
16 SUBPART (B) OF THIS ISSUE?

17

18 A. As to application of rates as referenced in subpart (B), BellSouth
19 believes that the rates, by necessity, must be negotiated between the
20 Parties based upon the particular services to be transferred and the
21 type and quantity of work involved. This negotiation of rates and
22 intervals is included in the transfer agreement that is part of the
23 mergers and acquisition process that I mentioned previously.

24

25

1 Q. SUBPART (C) OF THIS ISSUE ASKS "WHAT SHOULD BE THE
2 INTERVAL FOR SUCH MASS MIGRATIONS OF SERVICES?"
3 WHAT IS BELL SOUTH'S POSITION ON SUBPART (C) OF THIS
4 ISSUE?

5
6 A. BellSouth's position is that no finite interval can be set to cover all
7 potential situations. While shorter intervals can be committed to and
8 met for small, simple projects, larger and more complex projects
9 require much longer intervals and prioritization and cooperation
10 between the Parties.

11

12 **Item No. 96; Issue 7-2: (A) What charges, if any, should be imposed for**
13 **records changes made by the Parties to reflect changes in corporate**
14 **names or other LEC identifiers such as OCN, CC, CIC and ACNA? (B)**
15 **What intervals should apply to such changes? (Attachment 7, Section**
16 **1.2.2)**

17

18 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF THIS ISSUE?

19

20 A. BellSouth understands that the Joint Petitioners are requesting that the
21 CLECs should be afforded one "LEC Change" in any 12-month period
22 without charge. The "LEC Change" referred to consists of making one
23 change of the corporate name, Operating Company Number ("OCN"),
24 Company Code ("CC"), Carrier Identification Code ("CIC"), or Access

1 Customer Name Abbreviation ("ACNA") in the other Party's databases,
2 systems, and records.
3

4 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?
5

6 A. First, this issue (including subparts A & B) is not appropriate for
7 arbitration in this proceeding because it involves a request by the
8 CLECs that is not encompassed within BellSouth's obligations
9 pursuant to Section 251 of the 1996 Act. That being said, BellSouth is
10 permitted to recover its costs (whether for one (1) "LEC Change" or
11 one hundred) and the requesting CLEC should be charged a
12 reasonable records change charge. Requests for changes where
13 there is not an actual change in the ownership of assets should be
14 submitted via the Bona Fide Request/New Business Request
15 ("BFR/NBR") process. Requests for changes that occur as a result of
16 mergers, acquisitions and/or transfer of assets will be handled through
17 the mergers and acquisition process previously discussed.
18

19 Q. PLEASE PROVIDE ADDITIONAL SUPPORT FOR BELLSOUTH'S
20 POSITION.
21

22 A. A change in corporate name in BellSouth's record databases requires
23 work effort on the part of BellSouth. While there may be no physical
24 change in the associated service, BellSouth still has work steps it must
25 go through to make records changes, for example, for collocation

1 arrangements and the circuits connected to the collocation
2 arrangements. The information in systems such as Trunks Integrated
3 Record Keeping System ("TIRKS"), Loop Facilities Administration and
4 Control System ("LFACS"), Switch, Line Maintenance Operations
5 System ("LMOS"), billing, etc, must be changed.

6
7 Q. ARE 'LEC CHANGES' SIMPLE ADMINISTRATIVE CHANGES THAT
8 ARE NOT UNDULY TIME OR LABOR INTENSIVE?

9
10 A. No. First, a name change, even if it does not include an asset change
11 in ownership, is not a simple administrative change. With companies
12 the size of the CLECs involved in this arbitration, there are numerous
13 services, circuits, collocation arrangements, and other arrangements
14 that must undergo the records change. These record changes are at
15 the request of the CLEC, not BellSouth. As the cost causer, the CLEC
16 should be responsible for the cost of the change, no matter if it is once
17 per year or once in ten (10) years. Further, during a merger,
18 acquisition, or whatever activity is precipitating the name or other
19 records change, the company or companies involved should consider
20 such costs as part of the business arrangement. These records
21 changes require work to be performed that generates costs that
22 BellSouth should be permitted to recover. It is not appropriate or fair to
23 require BellSouth to fund the cost of the name change for these
24 companies. The suggestion that a "free" change once a year is
25 somehow reasonable along with the implication that it doesn't cost

1 BellSouth anything to make changes is simply wrong, and patently
2 unfair.

3
4 Q. WHAT IS THE IMPACT OF A CORPORATE NAME CHANGE TO
5 BELLSOUTH'S DATABASES?

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7 A. The cost of unbundled network elements and interconnection do not
8 include the administrative costs BellSouth incurs for changing a
9 CLEC's corporate name. When corporate names are changed in the
10 telecommunications industry, it involves numerous changes in multiple
11 billing databases and other record databases. In some cases, there
12 could be hundreds of thousands of accounts involved and each of
13 those accounts will have to be changed. As such, the cost caused by
14 the CLEC should be borne by the CLEC.

15
16 Q. WHAT IS BELLSOUTH'S POSITION ON ITEM 96(B)?

17
18 A The interval for any such project would be determined based upon the
19 complexity of the project. As I discussed previously, this negotiation of
20 rates and intervals is included in the transfer agreement that is part of
21 the mergers and acquisition process. It is extremely difficult, if not
22 impossible, to establish an interval before the scope of the project and
23 required work has been determined. It is only reasonable that the
24 quantity of circuits, collocation arrangements, etc., would drive the
25 length of time it would take to complete the records' changes

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.